

**TRANSWORLD NETWORK CORP.**  
**REPLY TO CONNECT AMERICA FUND PHASE II CHALLENGES**  
November 10, 2014

TransWorld Network, Corp. and its parent company, PCC Holdings, Inc., (collectively, "TransWorld," and providing service under the WI-POWER trade name) hereby submits its reply to the Connect America Fund ("CAF") Phase II Challenges submitted by CenturyLink, Inc.<sup>1</sup> In FCC Public Notice DA 14-1397,<sup>2</sup> the Wireline Competition Bureau identified the census blocks for which a party has made a prima facie challenge that the block should be eligible for Phase II support. Specifically, with respect to TransWorld, CenturyLink challenges whether TransWorld meets the broadband usage and the voice criteria requirements in certain census blocks ("challenged census blocks").<sup>3</sup> As explained herein, TransWorld meets all applicable requirements for an unsubsidized competitor in the challenged census blocks identified in TransWorld's Form 505, and therefore CenturyLink's challenge in these census blocks should be denied.

Attached are the following documents supporting TransWorld's reply to the challenged census blocks, including:

1. Exhibit A: WI-POWER Terms and Conditions of Service and Customer Agreement
2. Exhibit B: CenturyLink's Terms and Conditions of Broadband Service
3. Exhibit C: WI-POWER Digital Phone Service – Terms and Conditions of Service and Customer Agreement for Residential and Small Business accounts
4. Exhibit D: E911 Service Limitations and Additional Terms and Conditions

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<sup>1</sup> CenturyLink, Inc. Challenge, FCC Form 505, WC Docket No. 14-93, August 14, 2014 ("CenturyLink Challenge").

<sup>2</sup> FCC Public Notice, *Replies Sought in Connect America Phase II Challenge Process*, WC Docket Nos. 10-90 and 14-93, DA 14-1397, September 26, 2014.

<sup>3</sup> TransWorld Network, Corp. is listed in certain CenturyLink challenges and PCC Holdings, Inc. is listed in other CenturyLink challenges. It is not clear on what basis CenturyLink included or excluded certain census blocks for challenge.

## **CenturyLink Challenge: Usage Allowance Criteria Is Not Being Met By TransWorld**

CenturyLink Challenge: CenturyLink challenges TransWorld's provision of broadband service in the challenged census blocks by arguing that TransWorld "is not offering broadband service with the requisite broadband usage limits to qualify as an unsubsidized competitor" because "it has the sole discretion to either block and/or bill the customer for overage."<sup>4</sup> In support of this argument, CenturyLink submits a copy of TransWorld's terms and conditions of service, which includes the following language:<sup>5</sup>

Bandwidth is provided per subscribed plan, not per connected device – the bandwidth available to each device will vary depending upon the customer location, number, type and configuration of devices using the Service and the type of use (examples: websites being accessed, streaming media), among other factors. Service speed will vary based on various factors, including, but not limited to: network of Internet congestion, customer equipment configuration/condition, and other factors.

TWN and its suppliers/vendors reserve the right, at any time, with or without prior customer notice, to restrict or suspend the Service in order to perform maintenance and/or repair activities and to maintain session control.

Broadband Usage Requirement: Broadband service providers are required to offer at least 100 GB per month of usage at the required price benchmark for Connect America Fund ("CAF") purposes.<sup>6</sup> The FCC explained the broadband usage requirement as follows:<sup>7</sup>

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<sup>4</sup> *CenturyLink Challenge*, Exhibit 9 at p. 2. CenturyLink challenges TransWorld's provision of broadband service in the census blocks identified in Exhibit 9 – Evidence A to its filing.

<sup>5</sup> *CenturyLink Challenge*, Exhibit 9 at p. 624. CenturyLink highlights this referenced language in TransWorld's terms and conditions as support for its challenge.

<sup>6</sup> *In the Matter of Connect America Fund*, Report and Order, DA 13-2115 at para. 16, October 31, 2013.

<sup>7</sup> FCC, *Basic Guide to the Connect America Phase II Challenge Process*, p. 3, revised July 31, 2014.



For a census block to be considered served with broadband in the Phase II challenge process, the provider must be providing a service that provides speeds of at least 4 Mbps downstream/1 Mbps upstream, usage allowance of at least 100 GB/month, round trip provider network latency of 100 ms or less, and pricing reasonably comparable to that in urban areas.

TransWorld Response To Challenge: TransWorld meets the 100 GB usage requirement in the challenged census blocks. Specifically, TransWorld's broadband service employs an "always on" technology whereby Internet access is always available to subscribers with no usage limitation. This enhanced capability is specifically provided for in TransWorld's terms and conditions of broadband service (see Exhibit A WI-POWER Terms and Conditions of Service and Customer Agreement at page 7): "The monthly service fee entitles you to unlimited access to Wi-Power's Internet Gateway and use of the service."

CenturyLink does not challenge whether TransWorld's broadband service offering meets the applicable requirements. CenturyLink also conveniently ignores the fact that TransWorld's broadband service is "always on." Instead, CenturyLink argues that, because the terms and conditions of TransWorld's broadband service offering allow for the suspension of service for maintenance, repair, or session control, TransWorld does not meet the broadband usage requirement. Conceding that TransWorld provides broadband service that meets the applicable requirements in the challenged census blocks, CenturyLink is left with arguing that TransWorld's terms and conditions of service restrict usage to such a degree that consumers are not able to realize 100 GB of usage. However, TransWorld's terms and conditions of broadband service do not limit usage and allow for unlimited usage. Furthermore, TransWorld's network management terms and conditions are common within the industry; in fact, very similar terms and conditions of service are found in CenturyLink's own customer service agreement:<sup>8</sup>

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<sup>8</sup> CenturyLink High-Speed Internet and Internet Access Services Residential Terms and Conditions at para. 6. See Exhibit B.

The bandwidth available to each device connected to the network will vary depending upon the number, type and configuration of devices using the Service and the type of use (e.g., streaming media), among other factors. The speed of the Service will vary based on network or Internet congestion, your computer configuration, the condition of your telephone line and the wiring inside your location, among other factors. We make no guarantees or representations related to download or upload speeds. We and our suppliers reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Services to perform maintenance activities and to maintain session control. We assume no responsibility or liability for interruption of the Services or Service performance differences.

In each of the census blocks identified in its Form 505, TransWorld makes available broadband service with unlimited usage (more than the 100 GB per month usage allowance) at the required price benchmark. Consequently, TransWorld's terms and conditions of broadband service do not limit customer usage and do not impose unreasonable network management conditions – conditions that are very similar to other broadband providers within the industry, including CenturyLink. Therefore, CenturyLink's challenge to TransWorld's broadband usage should be denied.

### **CenturyLink Challenge: Voice Criteria Not Being Met By TransWorld**

CenturyLink Challenge: CenturyLink challenges TransWorld's provision of voice service in certain census blocks by making one or more of the following three arguments:<sup>9</sup> (1) a GeoResults database of customer addresses and ten-digit telephone numbers does not show that TransWorld has customers in the challenged census blocks;<sup>10</sup> (2) TransWorld is not identified in the ALI database as providing access to 911 and E911 service;<sup>11</sup> and (3) TransWorld does not provide sufficient

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<sup>9</sup> CenturyLink challenges certain census blocks based on one or more voice criteria arguments, but it is not clear what argument applies to what census block. TransWorld is therefore responding to all of the arguments as if each census block was challenged based upon all of these arguments.

<sup>10</sup> *CenturyLink Challenge*, Exhibit 6 at p. 2 and 9.

<sup>11</sup> *CenturyLink Challenge*, Exhibit 5 at p. 2.



access to 911 service because its terms and conditions of service include a disclaimer concerning the limitations of 911 service.<sup>12</sup>

Voice Criteria: A broadband provider is required to provide voice service for CAF purposes.<sup>13</sup> The FCC has specifically recognized that interconnected VoIP service meets the requirements for voice service and is subject to many of the same requirements as more traditional local exchange voice service offerings:<sup>14</sup>

Providers are required to report their interconnected VoIP subscribers on Form 477. Interconnected VoIP is a service that enables real-time, two-way voice communications; requires a broadband connection from the user's location; requires Internet-protocol compatible customer premises equipment; and permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network. See 47 C.F.R. § 9.3. A provider of interconnected VoIP must, among other things, comply with the Communications Assistance for Law Enforcement Act, abide by the rules for the appropriate handling of customer proprietary network information, conform to the requirements for E911, and contribute to the universal service fund.

In determining whether a service provider serves a census block, the FCC concluded that a service provider does not need to have a current customer in the census block:<sup>15</sup>

A provider is not required to have current customers in a census block in order for that census block to be deemed served. It may be the case that a provider offers service, but no residents in the census block have chosen to subscribe. It would be a waste of limited Connect America Phase I funds to overbuild the provider's existing network.

TransWorld Response To Challenge: TransWorld provides voice service in the census blocks identified in Form 505. In these census blocks, TransWorld: (i) has voice customers, broadband customers, or a network in place capable of providing

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<sup>12</sup> *CenturyLink Challenge*, Exhibit 11 at p. 2 and 586.

<sup>13</sup> *In the Matter of Connect America Fund*, Report and Order, DA 13-1113 at para. 9, May 16, 2013.

<sup>14</sup> DA 13-1113 at footnote 25.

<sup>15</sup> *In the Matter of Connect America Fund*, Order, DA 14-32 at para. 19, January 10, 2014.

broadband and voice services; and (ii) provides 911/E911 service in accordance with all applicable requirements. CenturyLink acknowledges that TransWorld provides broadband service in the challenged census blocks (see response to CenturyLink challenge to TransWorld's broadband usage), but contends TransWorld does not meet certain voice service requirements.

*Voice Service In Census Blocks.* TransWorld provides voice service in all of the census blocks identified in Form 505. CenturyLink contends that its GeoResults indicate TransWorld does not have voice customers in certain census blocks, but, even if this is true, it is not determinative of TransWorld's provision of service in the challenged census blocks. CenturyLink does not challenge whether TransWorld provides broadband service in the challenged census blocks; instead, only arguing that the broadband usage requirement is not met, which TransWorld refutes and demonstrates not to be true in the discussion above. As a broadband service provider in the census blocks identified in the Form 505, TransWorld also provides voice service to all consumers requesting voice service (see Exhibit D WI-POWER Digital Phone Service – Terms and Conditions of Service and Customer Agreement for Residential and Small Business accounts). TransWorld has more than 850 customers in the census blocks identified in the Form 505 and in those census blocks where TransWorld does not have any current customers, it has a broadband network in place capable of serving the voice and broadband communications needs of consumers, which CenturyLink does not dispute.

*911 Service in Census Blocks.* TransWorld provides 911 services in all of the census blocks identified in the Form 505 through its 911 service provider Alianza, who is identified in the ALI database as the 911 service provider with the NENA identification of "ALZ." Alianza uses the services of Intrado to provide information to emergency personnel and populate the ALI database with all required calling party information, consistent with the FCC rules. CenturyLink contends that TransWorld is not identified in the ALI database as providing access to 911 and



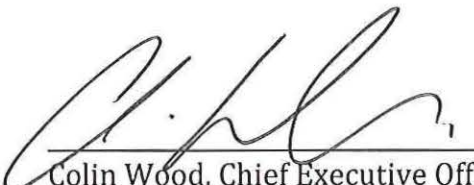
E911 service and therefore is not meeting the 911/E911 requirement, which is not supported by the facts.

*911 Service Availability.* As explained above, TransWorld provides 911/E911 service consistent with all applicable requirements for accuracy and location of emergency calls. TransWorld uses a nationally recognized 911/E911 provider to ensure emergency services meet all applicable requirements. TransWorld's 911 services provide emergency responders with the caller's telephone number and location information, similar to wireline service, as required by the FCC's E911 rules. Unlike wireline service that is tied to a specific physical location, TransWorld's fixed wireless service can, in certain circumstances, be moved to other locations where customers may want to use the service. To provide customers with full disclosure of the characteristics of its 911/E911 service, TransWorld includes important information about its 911/E911 service in its terms and conditions of service (*see* Exhibit C) and asks each of its voice service customers to acknowledge its understanding of TransWorld's 911/E911 service (*see* Exhibit D E911 Service Limitations and Additional Terms and Conditions). TransWorld's voice subscribers do not typically relocate, on their own, the network interface device, but it is possible for customers to do this, so TransWorld has taken the extra precautions to make sure voice customers understand the 911/E911 implications of moving the network interface device through its terms and conditions of service. These facts clearly refute Centurylink's arguments challenging TransWorld's provision of voice service in the census blocks identified in Form 505.

# AFFIDAVIT OF COLIN WOOD


Colin Wood, Chief Executive Officer of TransWorld Network, Corp., being first duly sworn upon oath, affirms that the statements in the foregoing TransWorld Network, Corp. Reply To Connect America Fund Phase II Challenges, November 10, 2014, are true and correct to the best of my knowledge and belief.

Further, Affiant saith naught.

By:   
Colin Wood, Chief Executive Officer

STATE OF FLORIDA                    )  
  ) ss.  
COUNTY OF PINELLAS            )

SUBSCRIBED AND SWORN to before me this 10<sup>th</sup> day of November 2014, by Colin Wood, who is personally known to me.

  
Notary Public

My Commission Expires: 04/07/18





Exhibit A:

WI-POWER Terms and Conditions of Service and Customer Agreement

<sup>®</sup>  
**WI-POWER – Terms and Conditions of Service and Customer Agreement\*:**

NOTICE BY APPLYING FOR SERVICE, USING THE MATERIALS INCLUDED IN THIS PACKAGE, OR ACCESSING TRANSWORLD NETWORK, CORP'S (TWN) WIRELESS BROADBAND INTERNET ACCESS SERVICE (WI-POWER<sup>®</sup>, SERVICE), YOU (CUSTOMER, USER, SUBSCRIBER, MEMBER) BECOME A PARTY TO THIS AGREEMENT AND SHALL BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW AND AS LISTED ON THE COMPANY'S WEBSITE: <http://www.wi-power.com>. THIS AGREEMENT, AND ALL POLICIES AND GUIDELINES REFERRED TO HEREIN, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND TWN REGARDING USE OF THE SERVICE, AND MAY BE AMENDED AT ANY TIME AND IN ANY FASHION BY TWN. IT IS YOUR RESPONSIBILITY TO READ, UNDERSTAND AND ABIDE BY ALL OF THE PROVISIONS OF THIS AGREEMENT AS IT STANDS AND AS IT MAY BE AMENDED FROM TIME TO TIME. IT IS YOUR RESPONSIBILITY AND YOU AGREE TO PERIODICALLY ACCESS THE MOST CURRENT VERSION OF THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CEASE ALL ACCESS, MAKE ARRANGEMENTS TO RETURN ANY TWN EQUIPMENT AT YOUR PREMISE, AND RETURN THESE MATERIALS IMMEDIATELY TO TRANSWORLD NETWORK, CORP (TWN). APPLICABLE EARLY TERMINATION PENALTIES AND FEES MAY APPLY. THE PROVISIONS OF THIS AGREEMENT WILL CONTINUE IN EFFECT EVEN AFTER TERMINATION OF YOUR ACCESS.

You agree that the laws of the State of Florida shall be applied in all matters pertaining to the construction and/or application of the terms of this Agreement. Your acceptance of this Agreement constitutes your consent and submission to personal jurisdiction of the courts of the State of Florida, with respect to any matter relating to your use of the Service.

Customers must be at least 18 years old. You represent that you are of full age of legal majority and are not under any disability or restriction, and are in all respects fully authorized and empowered to enter into this Agreement and be bound by and perform in accordance with its terms. This document, when accepted by you, will impose certain legally enforceable obligations upon you. If you have any questions pertaining to the content or effect of this Agreement, it is your responsibility to contact your own legal advisor.

The intent of this agreement is to enhance your use of the Internet by giving you basic guidelines for its use. Users of TWN Wi-Power Broadband Internet services must fully abide by the terms of this agreement. You acknowledge that, in accordance with these Terms and Conditions, at our sole discretion, we may remove any materials that may be illegal, may subject us to liability, or which may violate this agreement. Should you commit any violation of this agreement, your Wi-Power Wireless Broadband Internet Access account may be suspended or terminated and you may face other recourse(s) as may be available to TWN.

**INTRODUCTION** – Wireless Broadband Internet access service provides high speed Internet access without the use of a phone line. Data is transmitted to and from your computer via the Ethernet cable to an antenna mounted outside your residence or business, and then proceeds to the base antenna via microwave type transmission. Wi-Power service provides an Internet gateway and ancillary services for access and use of the Internet. It is comprised, in part, of proprietary technology that TWN has procured for use by its customers from certain third party vendors. Wi-Power service is provided and operated by TransWorld Network, Corp (TWN). For additional information regarding the service, refer to the latest "Wireless Internet Service FAQs" available at <http://www.wi-power.com>. You are responsible for providing the necessary computer equipment, devices, and software and for connecting to the modem and equipment provided by TWN. Minimum system requirements are set forth in this agreement. Use of Wi-Power ("the Service") is subject to interruptions at TWN's discretion. Unauthorized access to the Service, to restricted portions of the Service, or to the telecommunications or computer facilities used to deliver the Service, is a breach of this agreement and may result in termination of service by TWN. Please also note that Communication systems are subject to degradation of service from phenomena such as so called Line Noise interference and other causes beyond the reasonable control of TWN.

You are responsible for learning to use the Internet services you choose, and for the use of software designed for use with the Internet. Users utilizing Wi-Power are paying for access to the Internet, not the education on how to use it. TWN is not responsible for configuring, or teaching Customers how to operate any hardware or software on their computer(s). TWN reserves the right to refuse technical support to any Customer who TWN believes is abusing the service of technical support.

TWN will provide most notices to customers by email or bill insert. Other notices may be given by a general posting,



or by conventional mail.

If you need to send notice to TWN or if you have any questions or comments, you can reach TWN by calling 1-877-877-6861, sending email to [customersvc@twncorp.com](mailto:customersvc@twncorp.com), or by writing to: TRANSWORLD NETWORK, CORP ATTN: CUSTOMER SERVICE – WI-POWER, 255 Pine Ave N, Oldsmar, FL 34677

**APPLICATION FOR SERVICE** – You warrant and represent that all information provided to TWN for purposes of applying for service is complete, accurate and true. If TWN subsequently determines that any statements made while applying for service are false, incomplete or inaccurate, TWN may declare you to be in default under this agreement and may exercise any remedies it has under this agreement at law or in equity. Applications are subject to approval by TWN.

**CREDIT APPROVAL / ESTABLISHMENT OF CREDIT, DEPOSITS** – TWN requires all Customers to establish credit worthiness to the reasonable satisfaction of the Company. Upon application for service, you shall be deemed to have authorized TWN to obtain such routine credit information and verification as TWN shall require in accordance with its then existing credit policies. Any applicant whose credit has not been duly established and acceptable to the Company may be required to make a deposit to be held as a guarantee of payment of charges. TWN shall have the right to require you to make a deposit prior to or at any time after provisioning of any service. Waiver of initial deposit for any one Customer shall not act as a waiver for any other customer. At TWN's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of service or if any balance is outstanding on the Customer's account at the time of cancellation, TWN reserves the right to apply the Customer's deposit against any unpaid balance. In the event TWN requires the prospective customer to make a deposit and the Customer refuses to make a deposit or advance payment, TWN may reserve the right to refuse to provide service to the Customer.

**USE OF SERVICE, FRAUD, TERMINATION OR DENIAL OF SERVICE BY THE COMPANY** – The Customer, not TWN, shall be responsible for compliance with FCC Rules for all Customer premise equipment and/or facilities once the equipment has been installed by TWN on the customer's premises. The Customer understands that Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to: (1) Using the Service for any purpose which is in violation of any law. (2) Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard. (3) Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard. (4) Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers. (5) Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to contact another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful. The Company may immediately cancel the provision of services to the Customer, without incurring liability, for any of the following reasons: Nonpayment of any sum due to the Company for any service on a timely basis; use of any service in a fraudulent or suspected fraudulent manner; unauthorized attempts resell the service; failure to comply with any material provision of these Terms and Conditions; or the violation of any law or requirement of any governmental agency. If Customer fails to comply with this section, Customer acknowledges release of TWN from all liabilities or obligations and agrees to pay TWN for all costs or damages that TWN incurs as a result.

**LIABILITY OF THE COMPANY, INDEMNITY** – The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of the provided equipment, facilities or services. TWN is not liable for, and shall be fully indemnified and held harmless by the Customer against any claim of special, consequential, punitive or incidental damages including loss of use, profits, revenue or goodwill. TWN shall not be liable for any failure or performance of any equipment due to causes and/or circumstances beyond its control, nor shall TWN be liable for any act or omission for any other company furnishing any portion of Service to Customer, including, but not limited to, any equipment owned or leased by Customer, any equipment supplied to Customer by TWN or any other supplier of equipment to Customer, or any network Service contracted by Customer or TWN. Further, TWN shall not be liable for and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from, or in any way attributable to, acts or omissions of the Company relating to the



installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under these Terms and Conditions.

**NO WARRANTIES** – TWN makes no warranties, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, to Customer in connection with use of the Service. In no event shall TWN be liable for incidental or consequential damages to the full extent the same may be disclaimed by law. Customer acknowledges that Service interruptions will occur from time to time and agrees to hold TWN harmless for all such interruptions.

**CHANGES TO RATES, TERMS AND CONDITIONS** – TWN may change Rates, Network Addresses, email usernames or domains, promotion periods, and/or Terms and Conditions from time to time. TWN will generally notify Customers of increases via bill message, bill insert or other reasonable commercial method prior to the effective date for the increases. TWN may decrease rates and charges without providing advance notice. Continued use of the services constitutes the Customer's agreement to TWN's rates and terms and conditions that are in effect at the time the Customer uses the services.

**AVAILABILITY** – Services, Products, Plans and Promotional Offerings are subject to the availability of services and facilities and may be limited to a specific geographical area, a subset of a specific market, affinity group, or customer type (business, residential). Customer acknowledges that all Plans, Products, and Promotional Offerings may be offered for a limited time.

**OTHER SERVICES** – Where available, TWN also provides other services including digital phone service and long distance telecommunications services. Terms and Conditions for use of TWN's other services can be accessed via the Internet at: <http://www.twncorp.com> or <http://www.wi-power.com>.

**TERM AND BUNDLED PLANS** – All Wi-Power service plans require a minimum term of service. Minimum term requirement varies by plan. The term begins on the date of installation. In addition to Wi-Power services, where available, TWN offers residential customers the opportunity to enroll in bundled plans with other services when customers agree to remain active on the plan(s) for at least one year from enrollment. Bundled plans may or may not offer discounted rates for one or more of the services bundled. Early termination fees, disconnection requests, and restrictions/conditions apply. See subsequent sections for details. Upon completion of the plan(s) term, the plan(s) will automatically convert to a month-to-month term where early termination fees will not apply. Please note: If a customer has met their Wi-Power minimum service term and chooses to sign up for a bundled plan, the customer will need to agree to an additional 1 year term.

**SERVICE** – Service is provided and billed on a regular basis until cancelled by the Customer through notice given to TWN or until cancelled by TWN for non-payment or other breach of terms & conditions. The Customer is responsible for payment of all charges for service(s) furnished by the Company. Nonuse of the service does not relieve the customer of liability.

**INVOICING** – TWN will issue invoices for Service charges on a regular basis, which are due and payable 30 days from the invoice date. Fees are billed in advance. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. The Company will bill the Customer directly for services rendered. Fees are due on or before the due date on the bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in these Terms and Conditions. TWN reserves the right to correct any billing errors or omissions. Customers are automatically enrolled in TWN's Paperless E-Bill program, where a link to the Customer's invoice will be sent via electronic mail instead of via the U.S. Postal Service. The Customer understands and accepts that they will not receive a paper invoice. The Customer also agrees to ensure that the Customer has the proper hardware, software and Internet services in order to receive the Paperless E-Bill Service. Failure to access invoices via the Paperless E-Bill option does not relieve the Customer of any obligation relating to these terms and conditions of service. For an additional monthly recurring charge, Customers may choose to receive paper invoices.

**TAXES AND OTHER CHARGES** – In addition to payment for Services, Customer must pay all taxes, fees, surcharges and other charges that TWN bills the Customer related to Services. Taxes and other charges will be in the amounts that federal, state and local authorities require or allow TWN to bill Customer. TWN will not provide advance notice of changes to taxes and other charges, except as required by applicable law. The Company may modify its rates and charges or impose additional rates and charges on its services in order to recover amounts it is required to collect or pay to governmental or quasigovernmental authorities in support of statutory or regulatory programs.

**PAYMENTS, PAYMENT OPTIONS, REFUNDS, AND ADMINISTRATIVE FEES** – You are responsible for paying all



fees and charges (plus any applicable taxes or regulatory fees) associated with use of the Service. TWN reserves the right to change the amount of, or basis for determining, any fee or charge, and to publish online or institute email notice to the member. You may remit payment (US Funds only) in the form of check, money order, credit card or via ACH/Auto payment plans where TWN is authorized by you to automatically charge the current balance due to either a credit card or bank account. ACH/Auto payments are processed 15 to 20 days after date of invoice. In order to cancel ACH/Auto payment plans Customer must provide written notice to TWN and allow 30 days for TWN to process the request. **Refunds**-Customers with credit balances exceeding \$1 have the option of obtaining a refund check by calling TWN Wi-Power Customer Service toll-free at 1-877-877-6861. **Credits**-Customer is hereby notified that credits posted by TWN to Customer accounts for promotional offerings, goodwill, and other similar credits are to be applied against services consumed and are not redeemable for cash/refund.

The charges currently in effect for use of the System are located on the Internet service contract agreement specifying the fixed monthly access fee for unlimited Internet access per month. A monthly Equipment Fee also applies. The monthly Equipment Fee is a recurring monthly equipment rental fee that applies to each Wi-Power service on an account. This fee covers the rental and replacement of faulty or damaged Company provided equipment and/or Company installed wiring at no cost to the Customer in most cases. Causes of replacement not covered include, but are not limited to: theft, negligence, vandalism, damages by animals or rodents, acts of god, fires, flood or other catastrophes, national emergencies, insurrections, riots, or wars. In cases where the replacement is not covered, the Customer will be billed for the service call and for the replaced equipment and/or wiring at the then current prices. At its own discretion, TWN may waive not covered replacement charges on a case by case basis, usually due to extraordinary circumstances. Waiver of charges for any Customer or circumstance does not imply or require waiver for any other Customer(s) or similar situation(s).

Other charges may apply. Prices may be changed without notice.

Each negotiable instrument (Check, Credit Card, ACH) submitted as payment that is returned to TWN as non-negotiable for any reason shall be assessed a Returned Item fee of \$30 and the original amount due will be considered unpaid until received by TWN. All applicable federal, state, and local sales and excise taxes, if any, applicable to your use of the Service will be added to the basic fees described herein above. TWN reserves the right to require payment by money order, cashier's check or similarly secure form of payment, at TWN's discretion. You understand and agree that the fees and charges described in this section are solely for the use of the Wi-Power Service as described above. Various products and services other than those described in this Agreement are offered by vendors and providers other than TWN on or over the Internet, for which separate fees or charges are levied by those vendors. You are solely responsible for payment of all fees charged for products and services incurred by your use or purchase thereof.

**MISCELLANEOUS ADMINISTRATIVE FEES** – You also agree to pay any miscellaneous administrative fees your account may incur including, but not limited to: Paper invoice charges, Invoice reprint charges, late payment fees, plan change fees, and Abandoned Credit Transfer Fees.

(1) The Paper invoice charge is a monthly recurring charge that applies to Customers choosing to receive paper invoices. Please note that TWN Customers are provided with their invoices free of charge via Paperless E-Bill. (2) Invoice reprints are subject to the following fees: for the current billing period and the 2 prior periods, there is no charge for reprinting and sending invoices to a paper billing Customer. From the 3<sup>rd</sup> period prior to the current invoice period there is a \$5 fee per invoice plus delivery charges. Delivery charges are as follows: if by fax, \$1 per page, if by U.S. Postal Service or expedited delivery, actual cost would be assessed. Customers on TWN's Paperless E-Bill program are subject to these reprint and delivery fees for all invoice print requests, regardless of the age of the invoice. (3) Late payment fees are assessed to Customers that fail to pay by their due date. (4) Customers may be subject to plan change fees each time they request changes to their plan/speed whether increasing or decreasing their plan/speed. (5) Customers may be subject to Abandoned Credit Transfer Fees of up to \$15 per year. Accounts affected by the Abandoned Credit Transfer Fee are accounts with unclaimed credit balances at time of closing or accounts remaining dormant for 6 months or more. If the credit balance is less than \$15, the initial fee will be an amount equal to the credit balance. If the credit balance on the account is greater than \$15, the initial fee will be \$15 with a recurring annual fee of the lesser of either \$15 or the then remaining credit balance on the account.

**BILLING DISPUTES** – Customers may notify TWN of billing or other disputes in writing as follows: TransWorld Network, Corp. ATTN: Wi-Power Customer Service, 255 Pine Ave N, Oldsmar, FL 34677. Customers may also contact TWN at the following toll-free number, 1-877-877-6861. The Customer must pay the undisputed amount set forth in the invoice and submit written explanation by the due date on the invoice. If notice of a dispute with respect to a charge is not received in writing by the due date of the invoice, such invoice shall be deemed to be correct and



binding upon the Customer. Customer complaints and billing disputes will be promptly and thoroughly investigated by TWN. TWN will promptly advise the Customer as to outcome. Once the Customer has received the results of TWN's investigation, the Customer shall submit payment by the due date of the invoice, or if the due date has passed, within five working days for any disputed amounts determined to be owed to the Company. Failure to then make full payment or payment arrangements satisfactory to TWN shall be grounds for termination of service.

**LATE PAYMENT, NONPAYMENT, DISCONNECTIONS, AND RECONNECTIONS** – Accounts not paid by the due date stated on the invoice will be considered delinquent. When payment is received by TWN after the due date, Customer acknowledges responsibility for late fees on their outstanding balance. Late fees are assessed monthly at 1.5% of the outstanding balance on the account or \$2.50, whichever is greater. Customer further acknowledges that in the event of nonpayment of charges or any other breach of the terms and conditions of this agreement, in addition to any other remedies that TWN may have, TWN has the right to temporarily or permanently disconnect accounts after reasonable notification (if required) to Customer. Customer is hereby notified that accounts disconnected for nonpayment (regardless of plan) will be charged \$30 to reconnect, must reapply for service, are subject to approval, reestablishment of credit, and may require a deposit and installation fee prior to reconnection of service. Customers that have not met their minimum term of service are hereby notified that they are subject to early termination fees if disconnected for nonpayment and further acknowledge that if they reconnect their service after 30 days have elapsed from their disconnection date, the year term begins on the date of installation/reactivation. If your equipment was removed as part of your termination, you will also be subject to an installation fee. Details regarding early termination fees are found in the appropriate section below. Termination of service for nonpayment does not relieve the customer from their payment obligation. Termination of Access to the Service: TWN shall terminate your access to all or any part of the Service, without notice, for conduct that TWN believes is a violation of this Agreement, any policies or guidelines posted by TWN on the Service, or for other conduct that TWN believes harmful to others (hereafter referred to as termination for "cause"). Further, we reserve the right to terminate without cause. Upon termination of the Service without cause, TWN may refund any unused portion of prepaid fees after satisfying any outstanding balances owed TWN. Termination for cause shall not entitle the terminated party to any refund or reimbursement whatsoever. TWN is not responsible for notifying anyone other than you of a termination of your access to the Service. Upon termination of access, any banking, brokerage, or other third party relationships will no longer be accessible through the Service. TWN will not have any responsibility for consequences of such lack of access.

**COLLECTIONS** – Accounts in default for more than 30 days are subject to submission to a collection agency. Customer acknowledges that any collections actions or litigation will be commenced in Florida, and consents to jurisdiction in Florida. Customer also acknowledges liability for attorney's fees or collection costs incurred in having to collect on Customer's account. Customers are also hereby notified that TWN reports collections actions to the appropriate credit bureau(s).

**DISCONNECTION OF SERVICE BY CUSTOMER** – Disconnection fees and policies vary. Customers that have met their minimum term requirement may contact TWN's customer service center to disconnect service, or may request disconnection in writing. Plans that have met their minimum term will not incur early termination fees but will be subject to a disconnection fee, credited back to their account once TWN receives all Wi-Power equipment (in good working condition) within 10 days of disconnection. The Customer agrees to provide TWN with 30 days notice of disconnection, whether requested by phone or in writing.

Customers that have not met their plan's minimum term may contact TWN's customer service center to disconnect service, or may request disconnection in writing. The Customer agrees to provide TWN with 30 days notice of disconnection, whether requested by phone or in writing. Customer will incur early termination fees. Wi-Power service is subject to an early termination fee equal to 3 months of service plus a disconnection fee of \$100. Bundled term plans (Long Distance plus Internet) are subject to both a \$30 early termination fee per plan for the long distance termination and an amount equal to three (3) months of internet access charges per plan plus a disconnection fee of \$100 for disconnection of the Wi-Power equipment.

**CUSTOMER REQUESTED SUSPENSION OF SERVICE** – Residential Wi-Power Internet customers may request temporary suspension of their Internet access service. When in this type of suspended status, Customers are not able to use TWN's service to access the Internet but retain access to their email. While Customer's Internet access plan charge does not apply during their requested suspension period, their monthly equipment fee continues. Customers requesting suspension of service before meeting their minimum term will have said term extended by the length of time of each customer requested suspension of service during their minimum term period.

Customers requesting suspension of service for up to 4 months will be assessed a reactivation fee of \$9.99 plus an



amount equal to one month's plan charges (and any applicable taxes and surcharges).

Customers requesting suspension of service for more than 4 months will start billing at their regular plan rates upon reinstatement of service.

Customer requested suspensions of service cannot exceed 6 months per calendar year.

Customer understands and accepts that suspension of service will affect their ability to use other products and services (including VOIP digital phone services), whether provided by TWN or not, that require Internet access.

**WIRELESS EQUIPMENT, INSTALLATION, MOVING, AND REMOVAL** – You authorize TWN authorized personnel/installers to enter your premises at mutually acceptable times to install, maintain, inspect, repair and remove the equipment provided by the Company. The customer or the authorized party on the account must be onsite during the installation. The customer agrees to pay the Installation fee during the installation site visit prior to actual installation. TWN customer premise equipment is installed and maintained by TWN employees. You are hereby advised that TWN is not required to be a licensed contractor.

If you are not the owner of the location at which the equipment is to be installed, you represent and warrant that you have obtained the consent of the owner of said premises for TWN personnel and/or its authorized agents to enter the premises for the purposes described above. You shall indemnify and hold TWN harmless from and against any claims of the owner of the Premises arising out of the performance of this Agreement.

You agree to indemnify and hold TWN harmless from and against any claims of damage that may result from incidents or accidents that may occur during or later determined to have been caused by the installation or maintenance of the equipment. Incidents or accidents include, but are not limited to, unintentional damage/harm to property, persons, property, or animals.

Besides equipment meeting the minimum standards described in the next section, to access Wi-Power service, you will need the following equipment: a radio transceiver, mounting equipment, power interface and Ethernet cable. All of these items are provided and installed for your use by TWN. The equipment is the property of TWN, and we must be allowed access to remove said property upon cancellation or termination of the service. You agree to allow TWN personnel safe and timely access to your premise to remove the equipment upon cancellation or termination of service as well as for routine maintenance and service calls that may be required from time to time. You further acknowledge that should you fail to provide safe and timely access, or if the equipment is found to be damaged or otherwise faulty upon return, you agree to pay TWN for the replacement of said equipment at the then current price. (See also section of this document describing Disconnection Fees and Early Termination Penalties). Should the Customer sell or otherwise transfer their rights of ownership to another, the Customer agrees to notify TWN in a timely fashion to disconnect service and allow TWN to remove the equipment. Customer agrees that failure to do so will cause the customer to be liable for the replacement cost of the equipment at the then current price and further acknowledges liability for any disconnection fees, early termination fees and any other such charges that may be levied as a result.

TWN's standard installation charge includes the following: Grounding equipment, Weather sealant for connections and structure penetrations, Site survey/signal check (at time of installation), Grounding of system components, Mounting of radio transceiver, Installation of up to 50' of CAT5 Ethernet cable, Routing of cable from transceiver to one computer system via a single wall penetration, Connection of power interface, Testing of equipment for proper orientation, Configuration of TCP/IP settings, Testing internet browser to ensure adequate connection and installation. Installations requiring additional work or materials will incur additional costs. Exact mounting requirements are dependent upon the location of your structure and its construction style. TWN's installation charge does not cover any networking services, reconfiguration of the customer's existing software, or conflict/compatibility resolution caused by specifics of the customer's computer. **Equipment Removal/Reinstallation Fee:** You agree that, should you be performing, or have someone performing any type of service or construction that will necessitate removal and/or reinstallation of TWN wireless Internet access equipment, you will contact TWN and schedule one of our technicians to perform said removal and/or reinstallation. There is a \$100 fee for removal and reinstallation. Neither you nor your designated person(s) are authorized to move said equipment. **Equipment Move Fee:** If you move and service is available at the new location, a relocation fee of \$100.00 plus tax will be charged. This fee includes removing the equipment from your current premise and basic installation at your new premise. Special installation requirements will incur additional charges. TWN may relocate the Equipment for you within your current location at your request for an additional charge.



**MINIMUM SYSTEM REQUIREMENTS** – Your computer equipment will have a direct and substantial impact upon the results obtained by use of Wi-Power. The following is the minimum system requirement to run a web browser and access the Internet. IBM Compatibles: Pentium CPU or higher, 50MB available hard drive space, 16MB RAM, Windows 95, Windows 98, Windows 2000 or Windows NT, Win ME, Win 2000, or Win XP, TCP/IP options enabled. The system must also have a Network Interface Card (NIC)/Ethernet card. Macintosh or Linux systems are also compatible if they meet the aforementioned requirements.

**CONNECTION TO THE INTERNET AND TIME LIMITS** – Wireless Internet is an "always on" technology. There is no userid or password required to initiate access to the internet and there is no phone line involved. Opening your browser connects you to the Internet. Therefore, anyone using your computer may access the Internet. It is your responsibility to secure your computer and to prevent unauthorized Internet access. Users are personally responsible for all use of the Service from their computer, even if someone else uses their service. Illegal, fraudulent or abusive use of the Service will result in immediate termination of your right to use the Service, and may be referred to law enforcement authorities. You will remain responsible for any unauthorized use of the Service occurring from your system.

**The monthly service fee entitles you to unlimited access to Wi-Power's Internet Gateway and use of the service.** Under no circumstances will you resell your connect time.

**PLAN AND BANDWIDTH AVAILABILITY AND SPEED** – All Wi-Power Internet service plans may not be available in all areas or at the rates, speeds, or bandwidth generally offered or marketed. Some locations or areas may not be eligible for the Service or chosen plan even if initial site surveys indicate availability.

Bandwidth is provided per subscribed plan, not per connected device – the bandwidth available to each device will vary depending upon the customer location, number, type and configuration of devices using the Service and the type of use (examples: websites being accessed, streaming media), among other factors. Service speed will vary based on various factors, including but not limited to: network or Internet congestion, customer equipment configuration/condition, and other factors.

TWN and its suppliers/vendors reserve the right, at any time, with or without prior customer notice, to restrict or suspend the Service in order to perform maintenance and/or repair activities and to maintain session control.

**EMAIL, WEBHOSTING, DATA AND OTHER FEATURES** – **E-Mail:** With your service, you will receive one unique e-mail username and password. You may add up to 4 more at no additional charge. Your email username is your address on the Internet, and you and TWN may disclose it to others. Your password is the key that allows access to your email. Anyone knowing both your email username and password can gain access to your email. Passwords must be kept secret. You are solely responsible for maintaining the confidentiality of your password, and for all consequences of a failure to do so. If you lose your password, TWN can assist you. Unauthorized use of another Customer's email username and password, are grounds for termination of your right to use the service. You must immediately inform TWN if you suspect any breach of security such as loss, theft, or unauthorized disclosure or use of your email username and/or password. You may not sell, assign, transfer or give away your email username. TWN will comply in all respects with the Electronic Communications Privacy Act of 1986, as amended, relating to private electronic messages on the Service. TWN will not view the contents of private electronic messages, or show their contents to anyone other than the writer or intended recipient(s), without the approval of either the writer or intended recipient(s), except as permitted or required by law. It is your responsibility to delete messages that are no longer needed. Keeping an excess of messages could result in operational problems on your computer system. You are entitled to mailbox space of 10MB per email account. It is important to archive your email properly as meeting or exceeding the maximum space may cause email to your address to be returned to the sender. You are hereby notified that TWN reserves the right to delete private electronic messages thirty (30) days after the date it is received. Sending anonymous emails will not be tolerated and will result in immediate termination for cause of access to the Wi-Power service. TWN assumes no responsibility for preserving, maintaining or making backups of your information or files. We reserve the right to delete any/all information and/or files of customers no longer on our service. **Web-Hosting:** Personal web space is available with the basic Wi-Power access service. Web hosting packages are available for additional fees. **Multiple Computer Access:** Installation and applicable monthly charges apply to each main connection to Wi-Power service for each customer per location. Since the system connects via a Network Interface Card (NIC), the service may be shared among multiple computers owned by the customer at one location. Setting up and maintaining this type of network is entirely the responsibility of the customer. Please note that the addition of multiple computers accessing the same Internet connection will result in a reduction in connection speed per user. **IP address:** You will be assigned a private IP address, necessary to access Wi-Power service. Public IP's are also available for customers needing to setup VPN's for an additional charge per month. Your assigned IP



address(es) is/are considered to be loaned and not given and will revert to TWN upon cancellation or termination of your service.

**USE OF THE INTERNET** – TWN has no control over opinions, advice or statements given or made by anyone other than authorized TWN spokespersons in any manner on or through the Service.

Opinions, advice and all other information expressed by users or service providers on the Internet represent their own views and not necessarily those of TWN. TWN does not endorse, support or vouch for the accuracy of any such information. The Internet lets you share information and communicate with other individuals accessing the Internet all around the world. By accepting this Agreement, you agree not to use the Service to send, or submit for public posting, or intentionally receive any abusive, obscene, profane, sexually explicit, threatening or illegal material, or material containing blatant expressions of bigotry, racism or hate. If it comes to the attention of TWN that you are using the Service in a manner of this type, your access will be immediately terminated. You agree not to use your access to the Internet through the Service to engage in unsolicited advertising to other individuals accessing the Internet to buy or sell any products or services. This does not apply where a forum exists on the Internet for the purpose of trading/selling equipment or services. You are responsible for material sent through or displayed on the Internet under your email username, even if a claim should arise after termination of the membership.

TWN exercises no control over the content or the information passing through its service and you are advised that sometimes information you may receive may be considered offensive or obscene. By accessing this service you acknowledge that you have read this warning and will not hold TWN responsible for information or content viewed by you on the Internet that you may consider obscene or offensive. Use of any information obtained via the Services is at your own risk. TWN specifically denies any responsibility for the accuracy or quality of information obtained through its service.

You agree that you will not use or attempt to use the Service or the Internet in any way or for any of the following purposes: 1. to seek to gain unauthorized access to the resources of the Internet; 2. to disrupt the intended use of the Internet; 3. to waste resources (people, capacity, and computer) through such actions; 4. to destroy the integrity of computer-based information; 5. to compromise the privacy of users; and/or 6. to seek to commit an illegal act through the use of the system.

It is your responsibility to comply with all international laws and all U.S. laws with respect to your use of the Internet, including, but not limited to, copyright laws, obscenity laws, defamation laws, etc. You are reminded that conduct which is illegal in other media (for example, violations of copyright laws, etc.) is also illegal on the Internet, and you are fully and solely responsible for the consequences of engaging in any illegal conduct by use of the Service. TWN is not responsible in any way for any computer programs or devices used or intended for use in connection with Wi-Power, even if such programs are made available on the Service. Most of the programs used on the Service are third party programs beyond the control of TWN. You hereby agree to indemnify and hold TWN harmless from all claims, awards, judgments, costs, expenses (including costs of defense) and damages to which TWN is made subject as a result of any illegal, unethical or other improper use by you, of the Service, and/or a breach by you of this Agreement. **Public Posting Areas:** Public posting areas, such as the Usenet, exist on the Internet where users may submit material for viewing by other persons accessing the Internet, and view submissions by others. Submissions include the name, login and other information that would be displayed with the submitted material. You agree to use public postings areas only in accordance with this Agreement and any specific policies and guidelines for the area that are displayed on the Internet. Anonymous postings to public areas will not be tolerated and will result in immediate termination of your right to use the Service. You may not submit copyrighted material to public posting areas without the specific authority of the copyright owner; doing so is a breach of this Agreement and may subject you to legal liability. By submitting material to a public posting area, you agree to indemnify TWN and hold it harmless from claims arising from the submission. Remember: You are responsible for all submissions under your username. TWN is not responsible, and shall have no liability for material displayed in a public posting area. By submitting material to a public posting area, you are irrevocably granting everyone accessing that area permission to reproduce and/or redistribute all or parts of your submission in any form for noncommercial purposes. In addition, anyone is free to use information contained in a submission for any purpose, at his or her own risk.

**SECURITY AND VIRUSES** You assume sole responsibility for the protection of your account and data and acknowledge that the Internet is NOT a secure system. As with any broadband internet connection, the customer has a constant open connection to the internet and is, therefore, subject to any and all forms of Internet attack. TWN does not provide any inherent network security and each customer is responsible for protecting their individual systems. Software firewall protection is widely available at most retail computer stores. There are frequent software or firmware updates of virus protection and/or firewall systems and it is important that customers be aware of them and perform



updates as needed.

The Internet may contain viruses that may pose a significant threat to parts or all of the data contained within your computer. TWN has no control over these viruses. You assume responsibility for administering your own virus protection procedures. You further agree to hold TWN harmless from any damage caused by viruses obtained through your use of Wi-Power services. You further agree not to promote or introduce any virus onto the Internet system or TWN. Doing so may result in termination of service.

The technology presently available for use on the Internet is not sufficient to guarantee confidentiality or security with respect to transmissions over the Service or the Internet, generally, or transactions (such as purchases by credit card, etc.). Data can be viewed by third parties without your consent. Consequently, you should not place or allow to be placed, information of a private or confidential nature on TWN Wireless Broadband servers. Accordingly, you assume sole and complete risk and responsibility for the consequences of such actions and for the security of your account, and TWN assumes no such responsibility.

#### **WI-POWER<sup>®</sup> Acceptable Use Policy**

Wi-Power Internet Service Acceptable Use Policy is intended to help enhance the use of the Internet by preventing unacceptable use. All users of Wi-Power Internet Services must comply with this Policy. By using the Wi-Power Internet Service, you confirm your acceptance of, and agree to be bound by, this Policy.

TWN supports the free flow of information and ideas over the Internet and does not actively monitor use of Internet services under normal circumstances. However, TWN does reserve the right to monitor any customer's online activity if it suspects that user is violating terms or conditions of this agreement or if TWN suspects the user is engaged in some other unlawful or destructive activity.

TWN does not exercise editorial control over the content of any Web site, electronic mail transmission, newsgroup or any other material created or accessed through Wi-Power. TWN does not endorse or stand behind the accuracy, truthfulness, or reliability of any information (including statements of opinion or advice) provided on or by means of Wi-Power. TWN does not accept responsibility for the content of the materials or information published by others nor the violation of any laws resulting from such publication. TWN may, at its sole discretion, remove any materials that may be illegal or may subject TWN to liability or which may violate this Policy.

#### **Violations of Acceptable Use Policy**

You are responsible for your communications via, and your use of, Wi-Power. The following constitute Violations of the Wi-Power wireless broadband Internet Service Acceptable Use Policy:

1. **Illegal Use:** Use Wi-Power Internet Service to publish, post, distribute or disseminate defamatory, infringing, obscene or other unlawful material or information via Wi-Power wireless broadband Internet Service, or violate any applicable local, state, national or international law either intentionally or unintentionally;
2. **Harassment/Harm:** Use Wi-Power wireless broadband Internet Service to threaten, harass, stalk, abuse or otherwise violate the legal rights (including rights of privacy and publicity) of others; this includes threats of bodily harm or destruction of property and encouragements to others to cause bodily harm or destruction of property. Any attempt to use the Service to cause harm to individuals or anyone's network in any way is a violation of the acceptable use policy.
3. **Child Exploitation:** You may not use the Service to harm or attempt to harm a minor. This includes, but is not limited to: hosting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material or material that in any way constitutes a violation of Federal child exploitation statutes.
4. **Unauthorized Access:** Intercept or attempt to intercept Email, attempt to access the accounts of others, or attempt to penetrate TWN's or another entity's security measures, equipment, communications or telecommunications system, whether or not the intrusion resulted in corruption or loss of data. This includes, but is not limited to, intentionally seeking information on, obtaining copies of, or modifying files, email or other data, or passwords belonging to other users or third parties without their permission.
5. **Forgery:** Internet email sent, or caused to be sent, to or through Wi-Power wireless broadband Internet Service's network that makes use of or contains invalid or forged headers, invalid or nonexistent headers or domain names or other means of deceptive addressing is prohibited. Similarly, email that is relayed through a third party's mail server without the permission of that third party, or which employs similar technologies to hide or obscure the source of the email is unauthorized.
6. **Copyright or Trademark Infringement:** Upload, email or otherwise post files that contain software or other material protected by intellectual property laws, rights of privacy or publicity, copyright, trademark, patent, trade secret or any other applicable law unless you own or control the rights thereto or have received all necessary



consents.

7. **Fraudulent Activity:** Use Wi-Power wireless broadband Internet Service services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "ponzi schemes" or "chain letters" is expressly prohibited.
8. **Security and Resource Infringements:** Use Wi-Power wireless broadband Internet Service in a manner that adversely affects the availability of its resources to other users including unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission. Including but not limited to port scanning, network attacks, and the transmission of viruses or virus hoaxes. It is the customer's responsibility to ensure that their network is configured in a secure manner. A Customer may not allow others, with or without authorization, to use their network for illegal or inappropriate actions. A customer may not allow their network to be configured in such a way that gives allows another party the capability to use their network in any illegal or inappropriate manner.
9. **Unsolicited / Bulk Email:** Send Email to users for any purpose other than personal communication, including but not limited to, transmit unsolicited commercial or bulk email, advertise or offer to sell goods or services to other users.

#### **Reporting of Violations of Acceptable Use Policy**

TWN requests that anyone who believes that there is a violation of this Acceptable Use Policy direct the appropriate information to [customersvc@twncorp.com](mailto:customersvc@twncorp.com). In order to pursue a violation report, the following information is necessary:

- . The IP Address used to commit the alleged violation
- . The date and time of the alleged violation in Eastern Time
- . Evidence of the alleged violation Please note: if reporting a case of Email abuse, the Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the information above. TWN may take any of the following actions in response to a violation report: a written or verbal warning, suspension of offending user's account, termination of offending user's account, bringing legal action against offending subscriber, reporting the violation to governmental authorities.

**LAW ENFORCEMENT INVESTIGATIONS** TWN will fully cooperate with all members of law enforcement agencies conducting investigation of illegal activities involving current and/or former customers' use of TWN Wi-Power services. This cooperation may also involve network transactions with third parties.

**DAMAGES** TWN reserves the right to claim monetary damages from Customers that cause significant economic harm to TWN through a violation of this agreement or by any other means.

\*Should any part of this agreement be deemed unenforceable, the unenforceable part is to be interpreted in accordance with applicable law as nearly as possible to the original intention, and remaining provisions shall remain in full force and effect. Failure to enforce any portion of this agreement is not to be taken as a waiver of any provision or right.

Effective 01/2013